

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

NIKE, INC.,

Plaintiff,

v.

THE PARTNERSHIPS and
UNINCORPORATED ASSOCIATIONS
IDENTIFIED ON SCHEDULE “A,”

Defendants.

Case No. 23-cv-04498

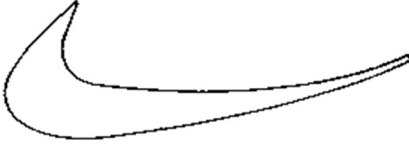




Judge Matthew F. Kennelly

PRELIMINARY INJUNCTION ORDER

THIS CAUSE being before the Court on Plaintiff Nike, Inc.’s (“Plaintiff” or “Nike”) Motion for Entry of a Preliminary Injunction, and this Court having heard the evidence before it hereby GRANTS Nike’s Motion for Entry of a Preliminary Injunction in its entirety against the fully interactive, e-commerce stores¹ operating under the seller aliases identified in Schedule A attached hereto (the “Seller Aliases”).







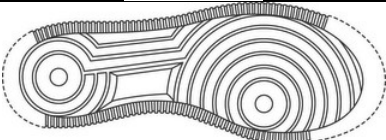
THIS COURT HEREBY FINDS that it has personal jurisdiction over the Defendants since the Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Defendants have targeted sales to Illinois residents by setting up and operating e-commerce stores that target United States consumers using one or more Seller Aliases, offer shipping to the United States, including Illinois, accept payment in U.S. dollars and/or funds from U.S. bank accounts, and have sold products using counterfeit and infringing versions of Nike’s federally registered trademarks (“Nike Trademarks”) to residents of Illinois. A list of the Nike Trademarks is included in the below chart.

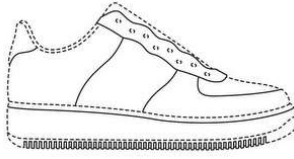
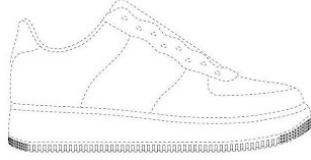
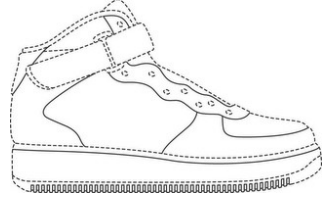

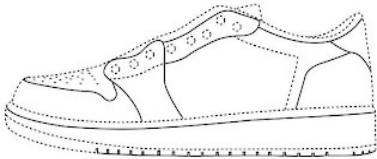
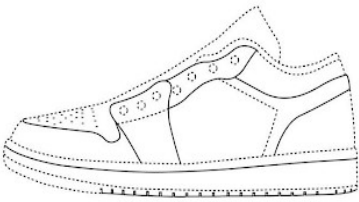

¹ The e-commerce store urls are listed on Schedule A hereto under the Online Marketplaces.

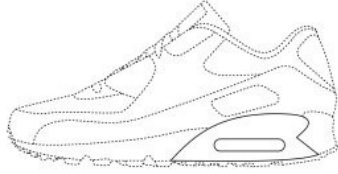

Registration Number	Trademark
978952; 1153938; 1214930; 1945654; 1277066; 4704670	NIKE (word mark)
1307123	NIKE AIR (word mark)
3192901	NIKE FREE (word mark)
977190	
1145473	
1323343	
4704672	
1284385	


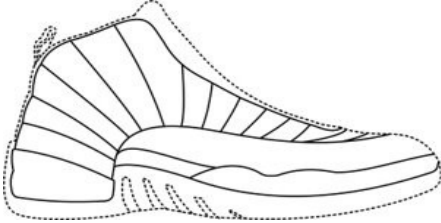
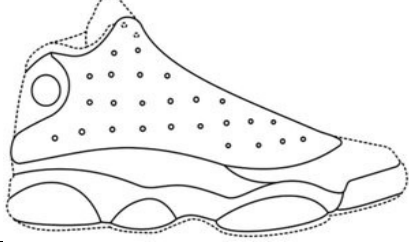
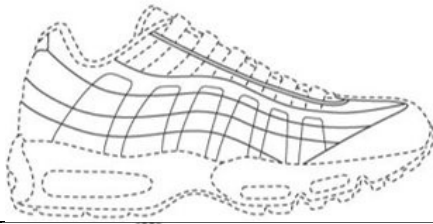
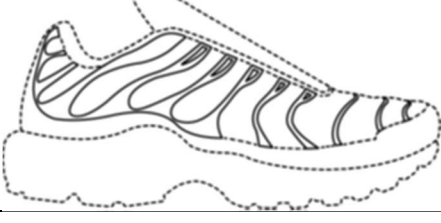
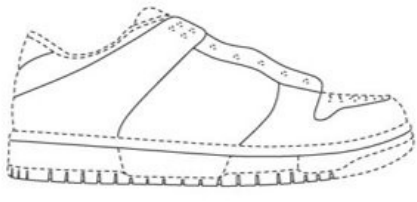
1990180	
2068075	
1571066	
1284386	
1237469	
1325938	

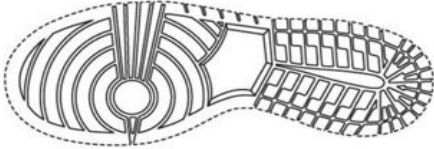
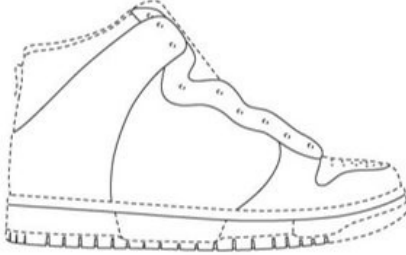

1772987	
2104329	
4764071; 1875307	JUST DO IT (word mark)
1200529; 2164810	SWOOSH (word mark)
1508348	AIR MAX (word mark)
1789463	AIR TRAINER MAX (word mark)
5503242	VAPORMAX (word mark)
5286596	NIKE AIR VAPORMAX (word mark)
2716140	PRESTO (word mark)
3370246; 3412757	LEBRON (word mark)
1370283	AIR JORDAN (word mark)
1686515	AIR FLIGHT (word mark)
4210496	MERCURIAL (word mark)
3780236	DUNK (word mark)
3520484	AIR FORCE 1 (word mark)
1027021	CORTEZ (word mark)

1794058; 2571314; 1887959	DRI-FIT (word mark)
4393310	FLYKNIT (word mark)
5700611	TECHKNIT (word mark)
1839775	THERMA-FIT (word mark)
1558100	
1742019	
3725535	
4254513	
3580156	
4462766	
3451904	

3451905	
5820374	
3451906	
3451907	
6368691	
6368693	
6368694	

6682467	
6682468	
6639127	
6639128	
6639129	
6883603	

6639227	
6876338	
6876339	
3714300	
6878868	
3711305	

3721064	
3711303	
6639228	

This Court also finds that the injunctive relief previously granted in the Temporary Restraining Order (“TRO”) should remain in place through the pendency of this litigation and that issuing this Preliminary Injunction is warranted under Federal Rule of Civil Procedure 65. Evidence submitted in support of this Motion and in support of Nike’s previously granted Motion for Entry of a Temporary Restraining Order establishes that Nike has demonstrated a likelihood of success on the merits; that no remedy at law exists; and that Nike will suffer irreparable harm if the injunction is not granted. Specifically, Nike has demonstrated a *prima facie* case of trademark infringement because (1) the Nike Trademarks are distinctive marks and are registered with the U.S. Patent and Trademark Office on the Principal Register, (2) Defendants are not licensed or authorized to use any of the Nike Trademarks, and (3)

Defendants' use of the Nike Trademarks is causing a likelihood of confusion as to the origin or sponsorship of Defendants' products with Nike. Furthermore, Defendants' continued and unauthorized use of the Nike Trademarks irreparably harms Nike through diminished goodwill and brand confidence, damage to Nike's reputation, and loss of exclusivity. Monetary damages fail to address such damage and, therefore, Nike has an inadequate remedy at law. Moreover, the public interest is served by entry of this Preliminary Injunction to dispel the public confusion created by Defendants' actions. As such, this Court orders that:

1. Defendants, their affiliates, officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under or in active concert with them be preliminarily enjoined and restrained from:
 - a. using the Nike Trademarks or any reproductions, counterfeit copies or colorable imitations thereof in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine Nike product or not authorized by Nike to be sold in connection with the Nike Trademarks;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Nike product or any other product produced by Nike, that is not Nike's or not produced under the authorization, control or supervision of Nike and approved by Nike for sale under the Nike Trademarks;
 - c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control or supervision of Nike, or are sponsored by, approved by, or otherwise connected with Nike;
 - d. further infringing the Nike Trademarks and damaging Nike's goodwill; and

- e. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Nike, nor authorized by Nike to be sold or offered for sale, and which bear any of Nike's trademarks, including the Nike Trademarks, or any reproductions, counterfeit copies or colorable imitations thereof.
2. Upon Nike's request, any third party with actual notice of this Order who is providing services for any of the Defendants, or in connection with any of Defendants' Online Marketplaces, including, without limitation, any online marketplace platforms such as eBay, Inc. ("eBay"), AliExpress, Alibaba Group Holding Ltd. ("Alibaba"), Amazon.com, Inc. ("Amazon"), ContextLogic Inc. d/b/a Wish.com ("Wish.com"), Walmart, Inc. ("Walmart"), Etsy, Inc. ("Etsy"), Temu, LLC ("Temu"), and DHgate (collectively, the "Third Party Providers") shall, within seven (7) calendar days after receipt of such notice, provide to Nike expedited discovery, including copies of all documents and records in such person's or entity's possession or control relating to:
- a. the identities and locations of Defendants, their affiliates, officers, agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with them, including all known contact information and all associated e-mail addresses;
 - b. the nature of Defendants' operations and all associated sales, methods of payment for services and financial information, including, without limitation, identifying information associated with the Online Marketplaces and Defendants' financial accounts, as well as providing a full accounting of Defendants' sales and listing history related to their respective Online Marketplaces; and

- c. any financial accounts owned or controlled by Defendants, including their agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with them, including such accounts residing with or under the control of any banks, savings and loan associations, payment processors or other financial institutions, including, without limitation, PayPal, Inc. (“PayPal”), eBay, Alipay, Alibaba, Ant Financial Services Group (“Ant Financial”), Amazon Pay, Wish.com, Walmart, DHgate, Etsy, Temu, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).
3. Upon Nike’s request, those with notice of the injunction, including the Third Party Providers as defined in Paragraph 2, shall within seven (7) calendar days after receipt of such notice, disable and cease displaying any advertisements used by or associated with Defendants in connection with the sale of counterfeit and infringing goods using the Nike Trademarks.
4. Defendants shall be temporarily and preliminarily restrained and enjoined from transferring or disposing of any money or other Defendants’ assets until further ordered by this Court.
5. Any Third Party Providers, including PayPal, eBay, Alipay, Alibaba, Ant Financial, Wish.com, Walmart, DHgate, Etsy, Temu, and Amazon Pay, shall, within seven (7) calendar days of receipt of this Order:
 - a. locate all accounts and funds connected to Defendants’ Seller Aliases and Online Marketplaces, including, but not limited to, any financial accounts connected to the information listed in Schedule A hereto; and

- b. restrain and enjoin any such accounts or funds from transferring or disposing of any money or other of Defendants' assets until further ordered by this Court.
- 6. Nike is authorized to issue expedited written discovery to Defendants, pursuant to Federal Rules of Civil Procedure 33, 34 and 36, related to:
 - a. the identities and locations of Defendants, their agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with them, including all known contact information, including any and all associated e-mail addresses; and
 - b. the nature of Defendants' operations and all associated sales, methods of payment for services and financial information, including, without limitation, identifying information associated with the Online Marketplaces and Defendants' financial accounts, as well as providing a full accounting of Defendants' sales and listing history related to their respective Online Marketplaces.

Nike is authorized to issue any such expedited discovery requests via e-mail. Defendants shall respond to any such discovery requests within three (3) business days of being served via e-mail.


- 7. Nike may provide notice of these proceedings to Defendants, including service of process pursuant to Fed. R. Civ. P. 4(f)(3), and any future motions, by electronically publishing a link to the Complaint, this Order and other relevant documents on a website and by sending an e-mail to Defendants that includes a link to said website. The Clerk of the Court is directed to issue a single original summons in the name of "The Partnerships and all other Defendants identified in the Complaint" that shall apply to all Defendants. The combination of providing notice via electronic publication and e-mail, along with any

notice that Defendants receive from payment processors, shall constitute notice reasonably calculated under all circumstances to apprise Defendants of the pendency of the action and afford them the opportunity to present their objections.

8. Schedule A to the Complaint [2], Exhibit 3 to the Declaration of Joe Pallett [16], and the TRO [21] are unsealed.
9. Any Defendant or other persons that is subject to this Order may appear and move to dissolve or modify the Order as permitted by and in compliance with the Federal Rules of Civil Procedure and Northern District of Illinois Local Rules.
10. The \$10,000 bond posted by Nike shall remain with the Court until a Final disposition of this case or until this Preliminary Injunction is terminated.

IT IS SO ORDERED.

Dated: August 16, 2023



Matthew F. Kennelly
United States District Judge

**Nike, Inc. v. The Partnerships and Unincorporated Associations Identified on Schedule "A" -
Case No. 23-cv-04498**

Schedule A

Defendant Online Marketplaces		
No	URL	Name / Seller Alias
1	jbklanyard.en.alibaba.com	Guangzhou Daxin Electronic Commerce Co., Ltd.
2	a3china.en.alibaba.com	Henan Huaying Shoes Co., Ltd.
3	bodaclothing.en.alibaba.com	Jian 'ou City Boda E-Commerce Firm
4	zhundu.en.alibaba.com	Jinjiang Zhundu Shoes & Garments Co., Ltd.
5	genwei2023.en.alibaba.com	Nanchang Gengwei Trading Co., Ltd.
6	jjangju.en.alibaba.com	Quanzhou Angju Trading Co., Ltd.
7	aoruilian.en.alibaba.com	Quanzhou Aoruilian Trading Co., Ltd.
8	hellosport.en.alibaba.com/minisiteentrance.html	Quanzhou Hello Sports Products Co., Ltd.
9	oneslon.en.alibaba.com	Quanzhou Oneslon Trading Co., Ltd.
10	zhuangzeshoes.en.alibaba.com	Quanzhou Zhuangze Trading Co., Ltd.
11	longbu.en.alibaba.com/minisiteentrance.html	Quanzhoushi Fengzequ Yihai Shoes Firm
12	xxyk.en.alibaba.com	Sichuan Xixiaoyankai Technology Co., Ltd.
13	dibufootwear.en.alibaba.com	Wenzhou King-Footwear Co., Ltd.
14	matroxshoes.en.alibaba.com	Wenzhou Matrox Shoes Co., Ltd.
15	holatrade.en.alibaba.com	Yiwu Zhongtiao E-Commerce Firm
16	magotan.en.alibaba.com	Zhongshan Magotan Hardware Co., Ltd.
17	aliexpress.com/store/1102641696	2075Shop1102643658 Store
18	aliexpress.com/store/1102766597	Children Anime Clothes Store
19	aliexpress.com/store/1102029144	HOBIBEAR Kids Store
20	aliexpress.com/store/1101382642	I.ALOG Official Store
21	aliexpress.com/store/1102051120	Shop1100367269 Store
22	aliexpress.com/store/1102165050	YEHENG YEHENG Sports Shoes Store
23	amazon.com/sp?seller=A37PBO4TVOXFP7	80% WALL DECOR
24	amazon.com/sp?seller=A11LUXUW9TKQM	A11LUXUW9TKQM
25	amazon.com/sp?seller=A26S6EQYDDEO25	A26S6EQYDDEO25
26	amazon.com/sp?seller=A2J35YCYGKSR11	A2J35YCYGKSR11
27	amazon.com/sp?seller=A7KWKE9FFGJXI	A7KWKE9FFGJXI
28	amazon.com/sp?seller=A36RIB2QAZP817	Acswird
29	amazon.com/sp?seller=A3UI0JTETPTXZ6	AIJEWEL
30	amazon.com/sp?seller=A1AZTEAHWDDGJ3	Alysofia Hot Sales Store

31	amazon.com/sp?seller=AMU63P721ZEXQ	Amzalbb
32	amazon.com/sp?seller=AE5Q5G8VFS2ZD	Andiew Elan
33	amazon.com/sp?seller=A1FVN0YXPXZG36	Bacury
34	amazon.com/sp?seller=AJ1RURGSDDKJ	Beautiful Lucky Store
35	amazon.com/sp?seller=A1PVXV3UKO92TY	chengdujianwuludianzishangwuyouxian ongsi
36	amazon.com/sp?seller=A160J4FDWR6ND	Chuangzhou
37	amazon.com/sp?seller=A2U1AV6LOAMECE	East William Inc
38	amazon.com/sp?seller=A1KZ27X1S7I6LL	EXGOX-Direct
39	amazon.com/sp?seller=A1FQ0UC35SQ4T7	FoShanAnQi
40	amazon.com/sp?seller=A1TQWDIAYVQ9LZ	gaigekaifang
41	amazon.com/sp?seller=A2JHNGFP894WBV	GeMaiDi
42	amazon.com/sp?seller=A2M2U5GDXL60LX	GIGUA
43	amazon.com/sp?seller=A2RYX5B4X7KH24	Guangzhou Taihui Trading Co., LTD
44	amazon.com/sp?seller=A3FRNBL1ZWIP0	guoyuehuausa
45	amazon.com/sp?seller=A3KUJ4MDVMNKP9	GWGaoHanxiaodian
46	amazon.com/sp?seller=A8H2CDAD51ELR	haikoudaijianlvmaoyiyouxian ongsi
47	amazon.com/sp?seller=A2Q5KS2J9X1WKE	HANGmingganaB
48	amazon.com/sp?seller=A254RHLVPPW4UF	haoran8745
49	amazon.com/sp?seller=A4N3VTMMAM757	Hengjiangdingxin
50	amazon.com/sp?seller=ADR0RA7HYXXIC	HGYtjlo
51	amazon.com/sp?seller=A1J99X4GMQBDXZ	hongchengmai-yi-US
52	amazon.com/sp?seller=A1NOMN3BDWOHPT	IWTB1108
53	amazon.com/sp?seller=A162YZG51HWLUF	JakkoCarParts
54	amazon.com/sp?seller=A22XTVSKJQLT6F	jincanshangmaozhongxin
55	amazon.com/sp?seller=A3332QUXB196VL	JINGHAO INC
56	amazon.com/sp?seller=A2Q9WKDI1GEC1E	jinjiang junfan trading co.,ltd
57	amazon.com/sp?seller=A34SZ2Z15OMZI4	jinquandianzishangwu2
58	amazon.com/sp?seller=A1LXBSWH2RFP5S	Jooniehouse
59	amazon.com/sp?seller=A3PJP62J100V9H	Jumeibang
60	amazon.com/sp?seller=A38QAATM9FS3H4	Kgamfar
61	amazon.com/sp?seller=A3MUKIVC7U2MZW	KLDISPEGFV
62	amazon.com/sp?seller=A3QCOQX85C39SB	KOUYUN
63	amazon.com/sp?seller=ABDP5RJQM71J	kunmingzangyoushangmaoyouxian ongsi 1
64	amazon.com/sp?seller=A344Q7HTSBTPNF	LANCHUAN
65	amazon.com/sp?seller=A38JZE44NOHNNK	LAoutun Store
66	amazon.com/sp?seller=A1Q9K69GWTPM41	lifeihudamaijia
67	amazon.com/sp?seller=A1RL8ZN1A4XLWA	Lin-QPENG
68	amazon.com/sp?seller=AXKQLC57X2LGY	linsaihua1
69	amazon.com/sp?seller=A2IGT84P4GB3QY	LIN-Y-Z
70	amazon.com/sp?seller=APM5CL35ZJO4G	LTYyeYuanXixiaodian

71	amazon.com/sp?seller=A3R8RFBWTZGD97	LuTao-US
72	amazon.com/sp?seller=A1KGO4HK11H9R4	Mathew Ethan
73	amazon.com/sp?seller=A3STFWEAOR45JI	MaYingYing
74	amazon.com/sp?seller=A1WNJLZJGE844X	Newqidian
75	amazon.com/sp?seller=A1CW8DNGAXI6	Punk-US
76	amazon.com/sp?seller=A1EU45DBO21C2Q	QQSTR
77	amazon.com/sp?seller=A9J3HCE7H0AWH	Sanya Yuliuyi Trading Co., LTD
78	amazon.com/sp?seller=A1SIMMB1TTUNO8	shenghongbaihuo
79	amazon.com/sp?seller=A3K85DUFYTU12V	Shop of friendship
80	amazon.com/sp?seller=A10XKYSIJUH4TF	Shopfull1
81	amazon.com/sp?seller=A31RGPQG7SNR4E	slotal
82	amazon.com/sp?seller=A7R2VQSK83OXA	Soluo Store
83	amazon.com/sp?seller=A3R0RV6HI3RLNI	tomioka
84	amazon.com/sp?seller=A3EA652DR4XH7J	ToooooBeeeeNo1
85	amazon.com/sp?seller=A2N8R08NNJFU9	Troomf
86	amazon.com/sp?seller=AL3YLEK97U5WH	Visit the Bolognifi Store
87	amazon.com/sp?seller=A2GHDBJJE8OQ0M	Wangzeejueng
88	amazon.com/sp?seller=A18H8DXMN46IUA	weifangmengdiwangluokejiyouxiangongsi
89	amazon.com/sp?seller=A3A2BZ0BBRC1BX	wuhumoxingdianzishangwuyouxiangongsi
90	amazon.com/sp?seller=A1BU3YCKORFUQ	xiamenchengxuandakejiyouxiangongsi
91	amazon.com/sp?seller=A2QHKNHURATOD6	Xindi Co., Ltd.
92	amazon.com/sp?seller=A20J015WQTNJ8	yichangweizanshangmaoyouxiangongsi
93	amazon.com/sp?seller=A7ODPQ59RE84U	YiJia TRADING
94	amazon.com/sp?seller=A1A12PNQQRRTVH	YLPLPCG
95	amazon.com/sp?seller=AZIB2JT2L7RX7	yongguopuzi
96	amazon.com/sp?seller=A1EA6EUT1TB5BY	YONGLAGEDEDE
97	amazon.com/sp?seller=AW1AUDSTV9SPE	zhouhongyudianpu
98	amazon.com/sp?seller=A222DVLCD2DQT1	zhouli5461
99	dhgate.com/store/21857730	good_shoes_shop
100	ebay.com/usr/bysq1-73	bysq1-73
101	ebay.com/usr/camp_crafters	camp_crafters
102	ebay.com/usr/dihappeti	dihappeti
103	ebay.com/usr/goodwang	goodwang
104	ebay.com/usr/hielokka01	hielokka01
105	ebay.com/usr/huanliu369	huanliu369
106	ebay.com/usr/hujndt	hujndt
107	ebay.com/usr/hyz_3970	hyz_3970
108	ebay.com/usr/jj8888-1	jj8888-1
109	ebay.com/usr/lemaiekre	lemaiekre
110	ebay.com/usr/lvllan1989	lvllan1989
111	ebay.com/usr/lwro9880	lwro9880
112	ebay.com/usr/obaulg	obaulg

113	ebay.com/usr/qingqingfushi1	qingqingfushi1
114	ebay.com/usr/quilt-cover-seller	quilt-cover-seller
115	ebay.com/usr/superego	superego
116	etsy.com/shop/UFCGear	UFCGear
117	instagram.com/gonfikegamukp/	gonfikegamukp
118	instagram.com/michelleharrisqygofqakld/	michelleharrisqygofqakld
119	ccstore.shop	ccstore.shop
120	icekick.ru	icekick.ru
121	jordanperfect.com	jordanperfect.com
122	letmesound.com	letmesound.com
123	stockxbest.com	stockxbest.com
124	wish.com/merchant/581074589c30df198f3bd7fb	581074589c30df198f3bd7fb
125	wish.com/merchant/5d5cec8240defd46d7a725c3	atlas sany
126	wish.com/merchant/5b9a5d74a627f31689c786c6	Chinamjfc
127	wish.com/merchant/618310d5351bd9a706f3afee	Intimate fashion
128	wish.com/merchant/60a494f88acf9236fb3feade	liangyanyin1651
129	wish.com/merchant/5fecddd5053f27317a24f539	Mazenite
130	wish.com/merchant/5ffa80b0fa8a2539b9536eac	Shosine
131	wish.com/merchant/616e58ef163eab9fdcfec1d	taoran86429